

GREEN PROPOSALS Terms and Conditions

This Agreement provides the general terms and conditions (the "General Terms and Conditions") applicable to all services (the "Services") offered by Green Proposals, LLC, (Green Proposals) to you through its Web sites located at www.greenproposals.com, (the "Site"). **THESE GENERAL TERMS AND CONDITIONS ARE SUPPLEMENTED BY AND SHOULD BE READ IN CONJUNCTION WITH THE SPECIFIC TERMS AND CONDITIONS APPLICABLE TO SUCH SERVICES.** By using any Service, you agree to these General Terms and Conditions as well as the specific terms and conditions applicable to the Service(s) you are using. The term "Agreement" means these General Terms and Conditions plus all other applicable terms and conditions. Green Proposals reserves the right in its sole discretion and without notice to amend or modify any of its terms and conditions under which any Service is being offered to you.

1. USE LIMITATION

Services are intended for your business use only. Access to and use of any Service is through a combination of a user name and password. Green Proposals authorizes you to view a single copy of the material on the Site solely for your use or use by authorized additional recipients. Materials from the Site are intended for the exclusive use by you at the location(s) specified in your subscription. You agree that such access will not be shared with others. You may not access any Service using the name or password of any other party. Unauthorized access to any Service, or to the telecommunications or computer facilities used to deliver such Service, is a material breach of this Agreement and may be a violation of law. You assume all responsibility for any claim, demand or damage resulting from another party obtaining your password. You shall not attempt to modify, decompile, reverse engineer or otherwise attempt to gain access to any technology or source code underlying any Service. By using any Service you represent and warrant that you are (a) authorized to form legally binding contracts under applicable law and that the information you provide is accurate, current and complete and (b) not a minor. We reserve the right at our sole discretion to refuse any Service to anyone at any time.

Any authorized additional recipients of materials from the Site are also subject to this Agreement. You agree to take full responsibility for any of your additional recipients and ensuring that additional recipients agree to and follow these Terms and Conditions.

2. CONTENT

We also reserve the right to restrict your access to certain parts or all of the Site or any Service without notice or liability. You understand that all information you provide will be maintained by Green Proposals as set forth in our Privacy Policy, as published on the Site. Solely to enable us to use the information that you supply to us and so we are not violating any rights you might have in that information, you agree to grant us a non-exclusive, worldwide, irrevocable, sub-license (through multiple tiers) to exercise the copyright and publicity rights (but no other rights) that you may have in information provided by you in connection with the use of any Service during the term of your use of any Service. Nothing in this Agreement shall be construed to constitute a sale or other transfer of title of your trademarks or copyrights to Green Proposals. You understand that you are solely responsible for providing accurate and complete information and that, failure to do so, may result in actions taken against you for misrepresentation or fraud by Green Proposals or other users.

The Site contains links to third party web sites. These links are provided solely as a convenience to you and not as an endorsement by Green Proposals of the contents on such third party web sites. Green Proposals is not responsible for the contents of any third party site and does not make any representations regarding the content or accuracy of materials on such third party web sites. If you decide to access linked third party web sites, you do so at your own risk.

3. RELEASE AND INDEMNIFICATION

Green Proposals is merely a venue for you to participate in the use of the Services. The Site acts as a venue for submitting bids, participating in webinars and finding business leads and does not screen or censor the listings offered. Green Proposals does not guarantee the quality, legality, truth or accuracy of the listings and/or Services. Green Proposals disclaims any responsibility for system downtime which may affect the timely submissions of electronic bids. You agree to accept periodic facsimile and email notices from us explaining our new Services. You assume all risks associated with dealing with other users with whom you come in contact through the Site. Because user authentication on the Internet is difficult, Green Proposals cannot and does not confirm that each user is who they claim to be. In the event that you have a dispute with another user, you hereby release Green Proposals, its subsidiaries, affiliates, directors, officers, employees and agents from and against any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident,

you waive California Civil Code § 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." You agree to indemnify and hold Green Proposals and its subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement or the documents incorporated by reference, or your violation of any law or the rights of a third party. We do not control the information provided by other users which is made available through our Site. You may find other user's information to be offensive, harmful, inaccurate or deceptive. Please use caution, common sense, and practice safe trading when using our Site. Please note that there are also risks of dealing with foreign nationals, underage persons or people acting under false pretences.

4. MODIFICATION TO SITE

Green Proposals reserves the right, for any reason, in its sole discretion, to terminate, change or suspend any aspect of any Service or the Site, including, but not limited to, content, features or hours of availability. Green Proposals may impose limits on certain features of any Service or the Site or restrict your access to part or all of any Service or the Site without notice or liability.

5. USER CONDUCT AND BEHAVIOR

When you use any Services or the Site, you represent, warrant and agree that you will not:

- (A) falsify or misrepresent any personal or business information regarding your identity or intentions with respect to any matter;
- (B) post, publish, transmit, distribute, or upload any information through or link directly or indirectly any information to the Site that Green Proposals, in its sole discretion, deems unlawful, obscene, derogatory, abusive, threatening, discriminatory with respect to race or gender, or is otherwise disagreeable;
- (C) post, publish, transmit, distribute, or upload any information through or link directly or indirectly any information to the Site that contains a virus, Trojan horse, worms, time bombs, cancelbots, or any other harmful software code or programming routine that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- (D) post, publish, transmit, distribute, or upload any information through or link directly or indirectly any information to the Site that is unlawful, fraudulent, or otherwise disagreeable, including without limitation, any information, communication or transmission that constitutes or supports the commission of any illegal activity or any violation of local, state, national or foreign law, statute, ordinance or regulation (including without limitation, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
- (E) post, publish, transmit, distribute, or upload any information through or link directly or indirectly any information to the Site that violates any copyright, trademark or any other proprietary intellectual property rights of others, unless you have obtained permission from such owner and such action would not violate any of the above rights in such property;
- (F) post, publish, transmit, distribute, or upload through or link directly or indirectly any information to the Site any bulk e-mail solicitations, chain letters, solicitations, advertisements, pyramid schemes or any other unsolicited communication, including without limitation, spamming Green Proposals' users;
- (G) use, reproduce, distribute, publish or communicate any information obtained from the Site, for any commercial reason, unless such activity has been expressly approved in writing by Green Proposals; or
- (H) use any robot, spider, other automatic device, or manual process to monitor or copy Green Proposals' web pages or content contained herein;
- (I) use any device, software or routine to bypass Green Proposals' robot exclusion headers or meta tags, or to interfere or attempt to interfere with the proper working of the Site or any transaction being communicated or conducted on the Site, or take any action that imposes an unreasonable or disproportionately large load on Green Proposals' infrastructure; or

(J) create liability for Green Proposals or cause Green Proposals to lose (in whole or in part) the services of Green Proposals' ISPs or other suppliers.

Green Proposals reserves the right, in its sole discretion, to amend, edit, remove or otherwise block any material posted by you which may violate any state, federal or local law or violate any aspect of this Agreement, or which Green Proposals, in its sole discretion, deems unlawful, obscene, derogatory, abusive, threatening, discriminatory with respect to race or gender, or otherwise disagreeable. However, Green Proposals does not assume responsibility for reviewing or verifying the material, content and information on its Site and is not responsible for any damages, losses, expenses or other injuries incurred by you or any other user as a result of relying on any material, content and information posted on the Site.

6. INTERRUPTION OF SERVICE

You understand that Green Proposals shall take commercially reasonable efforts to make its Site and Service available. However, Green Proposals is not responsible for any damages or losses related to any system errors or interruptions affecting its Site or any Service and the processing of any transaction related to any Service. You understand that the Site or Service may be unavailable unexpectedly as a result of circumstances beyond Green Proposals' control.

7. FEES AND FINANCIAL OBLIGATIONS

You agree to incur and pay the fees and accept the payment policies for each Service in which you are registered. A monthly finance charge of 1.5% (with a minimum of \$0.50) or the highest amount permitted by applicable law – whichever is lower – is charged if your account becomes past due. You also agree to pay all reasonable collection costs, including attorneys' fees. Your account may be suspended for non-payment or exceeding approved credit limits. A service charge of \$25.00 will be charged for all returned checks. You agree that your credit card on file may be charged for any of the Services that you order. For subscriptions that renew automatically, the associated subscription charges are considered on-going.

8. RESOLUTIONS OF DISPUTES BETWEEN BUYERS AND SELLERS

In the event of a dispute between users of the Service in connection with a transaction, all users agree to cooperate with Green Proposals' customer service department to resolve the dispute. If Green Proposals cannot resolve the dispute within a reasonable time (as determined in the sole discretion of Green Proposals), each user agrees to submit their dispute to third-party conflict resolution or mediation services. Green Proposals may provide recommendations for such third-party conflict resolution and mediation services. Green Proposals disclaims all liability with respect to conflicts between users, Green Proposals' dispute resolution services and the conflict resolution and mediation services of any third party.

9. NO AGENCY

The relationship between you and Green Proposals is that of an independent contractor. No agency, partnership, joint venture or franchise relationship is implied, intended or created by the terms and conditions of this Agreement or the use of the Site by you.

10. TERMINATION

The terms and conditions of this Agreement constitute a binding agreement between Green Proposals and you until terminated by you or Green Proposals. Green Proposals may at any time, in its sole discretion, terminate your user account and access to the Site and any Service.

11. DISCLAIMER OF WARRANTIES

GREEN PROPOSALS PROVIDES THE SITE AND SERVICES "AS IS" AND DISCLAIMS ALL WARRANTIES OF ANY KIND. GREEN PROPOSALS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. GREEN PROPOSALS MAKES NO WARRANTIES ABOUT ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE SITE, CONTENT MATERIALS ON THE SITE, SERVICES, LISTINGS, LINKS, AND TEXT. NO ADVICE, INSTRUCTIONS OR INFORMATION RECEIVED BY A USER, WHETHER ORALLY OR IN WRITING, FROM GREEN PROPOSALS SHALL CREATE ANY IMPLIED WARRANTY. USERS ARE INSTRUCTED TO USE THE SITE AND ALL SERVICES AT THEIR OWN RISK. GREEN PROPOSALS does not and cannot control the flow of data to or from its Site and other portions of the Internet. At times, your connection to the Internet may be impaired or disrupted. Although Green Proposals will use commercially reasonable efforts to avoid such an event, Green Proposals cannot guarantee that it will not occur and disclaims any and all liability resulting from or related to such an event.

12. LIMITATION OF LIABILITY

IN NO EVENT SHALL GREEN PROPOSALS OR GREEN PROPOSALS' SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY SERVICE, THE SITE OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE).

GREEN PROPOSALS' LIABILITY, AND THE LIABILITY OF GREEN PROPOSALS' SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAY GREEN PROPOSALS IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY OR (B) \$100.

13. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement or any Service (other than disputes covered by Section 9 above) shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Seattle, Washington, and the judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either you or Green Proposals may seek interim or preliminary relief from a court of competent jurisdiction in Seattle, Washington necessary to protect the rights or property of you or Green Proposals pending the completion of arbitration.

14. OWNERSHIP

Subject to the intellectual property rights of the users in any content provided by them in connection with the use of the Site and any Service, Green Proposals shall retain all right, title and interest in and to the Site and the Services, including all intellectual property rights therein and thereto.

15. MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein, and supersedes any and all prior agreements between Green Proposals and you. The failure to enforce any provision of this Agreement will not result in a waiver of any rights either party may have under this Agreement. If any provision of this Agreement is held to be unenforceable, it will be enforced to the maximum extent permissible and the remainder of this Agreement shall continue in full force and effect. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Green Proposals' failure to act with respect to a breach by you or other users does not waive Green Proposals' right to act with respect to subsequent or similar breaches. Green Proposals will not be liable for any delay or failure associated with the Site or Service beyond its control or otherwise, including natural disasters, acts of government or war, etc. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of law provisions thereof. You further agree to the exercise of personal jurisdiction in the State of California in connection with any dispute or claim involving Green Proposals.

16. NOTICES

Notices under this Agreement shall be provided to Users via email to the email address provided by User on its registration form. Notices to Green Proposals should be delivered via email to supplierservices@greenproposals.com.